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*and BJ Holdings LLC*

15 **UNITED STATES DISTRICT COURT**  
16 **DISTRICT OF NEVADA**

17 SECURITIES AND EXCHANGE  
18 COMMISSION,

19 Plaintiff,

20 vs.

21 MATTHEW WADE BEASLEY *et al.*

22 Defendants;

23 THE JUDD IRREVOCABLE TRUST *et al.*

24 Relief Defendants.  
25

Case No. 2:22-CV-00612-CDS-EJY

**RECEIVER’S REPLY IN SUPPORT  
OF MOTION TO COMPEL OR  
ALTERNATIVE MOTION FOR  
ORDER TO SHOW CAUSE WHY  
PAULA BEASLEY AND AARON  
GRIGSBY SHOULD NOT BE HELD IN  
CONTEMPT FOR FAILURE TO  
COMPLY WITH THIS COURT’S  
ORDERS AND REQUEST FOR  
TURNOVER OF MERCEDES G-  
WAGON OR VALUE OF SAME [DKT  
333]**

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1 Comes now, Geoff Winkler, the Court-appointed Receiver (the “Receiver”), by and  
2 through his counsel of record, the law firm of Greenberg Traurig, LLP and hereby submits the  
3 following Reply in Support of Receiver’s Motion to Compel or Alternative Motion for Order to  
4 Show Cause Why Paula Beasley and Aaron Grigsby Should not be Held in Contempt for Failure  
5 to Comply With This Court’s Orders and Request for Turnover of Mercedes G-Wagon or Value  
6 of Same (the “Motion to Compel”) (ECF No. 333). This Reply is based upon the Memorandum  
7 of Points and Authorities attached hereto, the pleadings and papers on file herein and such other  
8 and further arguments and evidence as may be presented to the Court in connection with the  
9 Motion.

10 **MEMORANDUM OF POINTS AND AUTHORITIES**

11 **I. INTRODUCTION**

12 The Receiver’s Motion to Compel is multi-faceted and outlines various violations of this  
13 Court’s orders by both Paula Beasley (“Paula”) and her counsel, Aaron Grigsby (“Grigsby”).  
14 Specifically, since his appointment, the Receiver has repeatedly sought critical information  
15 regarding various assets within the Receivership Estate. Despite repeated requests, Paula and  
16 Mr. Grigsby have refused to provide basic information necessary for the Receiver to fulfill his  
17 duties in marshalling and preserving the assets of the Receivership Estate. Additionally, it is  
18 abundantly clear that they have purportedly acted in concert to dispose of at least one substantial  
19 Receivership Asset, a Mercedes G-Wagon, for less than market value despite express orders  
20 from this Court prohibiting the same. As a result, the Receiver filed the subject Motion seeking  
21 to compel compliance with this Court’s orders or, in the alternative, seeking an order to show  
22 cause why these two individuals should not be held in contempt for their blatant failure to  
23 comply. Rather than quashing any indication this Court may have that the relief sought by the  
24 Receiver may be unnecessary, the filed Response is littered with inconsistencies, solidifying the  
25 Receiver’s need for the information sought and the relief requested.  
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## II. RELEVANT BACKGROUND

Subsequent to filing the Motion to Compel, the Receiver was provided additional documents as part of his subpoena to Vegas Auto Gallery concerning the G-Wagon at issue.<sup>1</sup> Included in these additional documents were screenshots of communications between Blake Pride-Zorn, General Manager of Vegas Auto Gallery and Paula Beasley, Matthew Beasley and Matthew Beasley Jr.<sup>2</sup> As it relates to the instant Motion, Mr. Pride-Zorn's text messages with Paula Beasley span from March 19, 2022 through July 23, 2022 and contained numerous discussions of the G-Wagon at issue (the "Text Messages"). Interestingly, the Text Messages tell a story quite different than the narrative provided in the Response to the Motion to Compel belatedly filed by Paula Beasley and Aaron Grigsby (ECF No. 356) (the "Response").<sup>3</sup>

The Response presents a narrative wherein Paula contends she was awarded the G-Wagon as her sole and separate property through the divorce and "almost immediately" sold the vehicle to Andre Nelms. ECF No. 356 at p. 6. What is more, the declaration of Mr. Grigsby attached to the Response provides:

"That after the March 28, 2022, Stipulation and Order Paula Beasley and Andre Nelms entered into an agreement for the purchase of the 2020 Mercedes G63 AMG. **On April 2, 2022, Andre Nelms placed a \$100,000.00 deposit on the vehicle and took possess [sic] on said vehicle on the same date.**"

ECF No. 356, Exh. O, ¶ 6. (emphasis added).

This statement includes a footnote providing "[t]he deposit was immediately given to Paula Beasley." *Id.* at n. 1. Thus, according to Mr. Grigsby's own recount of the transaction, Paula was provided \$100,000.00 in cash on April 2, 2022 and no longer had possession of the G-Wagon thereafter.

In striking contrast to the Response, the Text Messages demonstrate that Paula was in possession of the G-Wagon, and attempting to sell the same, until at least June 28, 2022.<sup>4</sup> In

<sup>1</sup> See **Exhibit 16**, Declaration of Blake Pride-Zorn (the "Pride-Zorn Decl.") at ¶ 3.

<sup>2</sup> **Exh. 16**, Pride-Zorn Decl. at ¶ 4.

<sup>3</sup> The Motion to Compel was filed and served on October 21, 2022. As such, a response was due on or before November 4, 2022. No response was filed by the required deadline and belated response was filed on November 8, 2022 and then refiled on November 10, 2022 after errors in the filing were noted by the Court Clerk.

<sup>4</sup> **Exhibit 17**, Text Messages between Paula Beasley and Blake Pride-Zorn ("P. Beasley Text Messages").

1 fact, the Text Messages demonstrate a prolonged effort on the part of Paula to dispose of the G-  
2 Wagon beginning in the days following the March 3, 2022 standoff and expressly contradict the  
3 story provided in the Response.

4 Beginning April 1, 2022, the day before the Response claims Paula sold the G-Wagon to  
5 Mr. Nelms, Paula sent photos and provided details of the G-Wagon to Mr. Pride-Zorn who, at  
6 that time, offered to purchase the vehicle for approximately \$190,000.00.<sup>5</sup> Five days later, on  
7 April 6, 2022 (four days after the purported sale to Mr. Nelms), Mr. Pride-Zorn contacted Paula  
8 asking if she had sold the G-Wagon.<sup>6</sup> In response, Paula stated:

9 “Hi! **So we are still waiting to get the titles back before I can do anything.** My  
10 attorney thought he was getting them back the day I text you.”<sup>7</sup>

11 On April 16, 2022, Mr. Pride-Zorn once again contacted Paula and asked, “Did you sell  
12 the g wagon already?” to which Paula replied “No”.<sup>8</sup> On June 28, 2022, eighty-seven (87) days  
13 after the Response claims that Paula sold the G-Wagon to Mr. Nelms, Paula contacted Mr. Pride-  
14 Zorn and stated:

15 “Hi! Sorry to bother you, **do you have any interest in the G-wagon? I have the  
16 title now. Wondering what you can give me for it?”**<sup>9</sup>

17 Mr. Pride-Zorn promptly responded and requested the current mileage and photos of the  
18 vehicle.<sup>10</sup>

19 After Paula sent photos of the vehicle, Mr. Pride-Zorn asked:

20 “Is this car in your possession? I had another client offer this to me but I thought  
21 it was yours.”<sup>11</sup>

22 Paula advised that the G-Wagon was in the possession of her attorney and that it **had not  
23 been sold.**<sup>12</sup> Mr. Pride-Zorn then explained his question, advising:

24 “Okay. One of my clients said it was there’s, [*sic*] but it sounds like that’s not the  
25 case.”<sup>13</sup>

26 <sup>5</sup> **Exh., 17**, P. Beasley Text Messages.

27 <sup>6</sup> *Id.*

28 <sup>7</sup> *Id.*

<sup>8</sup> *Id.*

<sup>9</sup> *Id.*

<sup>10</sup> **Exh., 17**, P. Beasley Text Messages.

<sup>11</sup> *Id.*

<sup>12</sup> *Id.*

In response, Paula simply stated “Umm no.”<sup>14</sup>

Approximately a month later, on July 23, 2022, Mr. Pride-Zorn contacted Paula inquiring if the G-Wagon had been sold.<sup>15</sup> At that time, Paula informed that the vehicle had been sold.<sup>16</sup> Mr. Pride-Zorn continued to verify “Okay to Andre right?” to which Paula responded “I think so, yes! My attorney did it with my permission”.<sup>17</sup> Critically, Mr. Pride-Zorn asked “Do you mind asking how much? He is wanting to trade it for different color I have.”<sup>18</sup> Paula responded “**Honestly I don’t know. I was never told.**”<sup>19</sup>

Based on the above, Paula was in possession of the G-Wagon as late as June 28, 2022. Note that June 28, 2022 is approximately two (2) months the date on the Bill of Sale which indicates the G-Wagon was sold for \$170,000.00.<sup>20</sup> And both dates are after the Preliminary Injunction Order and Appointment Order were entered by this Court.

**a. Paula Beasley and Grigsby’s Critical Inconsistencies**

In the Motion to Compel, the Receiver noted that he had “more questions than answers” regarding the purported transfer of the G-Wagon to a third-party. Ironically, after the filing of the Response, the background and purported sale of the G-Wagon is more convoluted than ever. Indeed, even the most fundamental aspect of the purported transaction—the date on which it occurred—remains a mystery. Mr. Nelms claims he purchased the vehicle on March 30, 2022. Paula and Mr. Grigsby claim through the Response the sale occurred on April 2, 2022. However, the bill of sale for the G-Wagon indicates it was purchased on April 30, 2022. Meanwhile, the Receiver has obtained documented efforts by Paula to sell the G-Wagon to Vegas Auto Gallery as late as June 28, 2022 after she received the title from the DMV. Thus, the Receiver (and this Court) cannot even put the first piece of the puzzle together because no party has been able to demonstrate what actually happened.

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<sup>13</sup> *Id.*

<sup>14</sup> *Id.*

<sup>15</sup> **Exh. 17**, P. Beasley Text Messages.

<sup>16</sup> *Id.*

<sup>17</sup> *Id.*

<sup>18</sup> *Id.*

<sup>19</sup> *Id.*

<sup>20</sup> *Id.*

1           What is more, the funds derived from the purported sale of the G-Wagon are seemingly  
2 nowhere to be found. There are allegations of a \$100,000 cash payment, but no party has been  
3 able to present any evidence of the same. Through the Response, Paula purportedly received  
4 \$122,165.00 from the transaction, exclusive of the funds paid to her childrens' school, yet Paula  
5 has provided no documentation of the same. To make matters worse, Mr. Grigsby has submitted  
6 a declaration to this Court proclaiming that the \$100,000 cash payment was immediately given to  
7 Paula. However, in text messages in July of this year Paula at first did not know that the vehicle  
8 had been sold, and later did not know for how much it was sold for. Assuming that Paula simply  
9 forgot about the \$100,000 cash payment she purportedly received creates additional questions.  
10 Notably, attached to the Response is a document demonstrating that more than \$50,000.00 was  
11 transferred from Mr. Grigsby's law firm's account to the lender on the Ruffian Property which  
12 he claims were funds from the sale of the G-Wagon.

13           As outlined more fully below, the waters have become increasingly murky in recent days.  
14 There is no evidence of what actually happened to the G-Wagon and the Response makes little  
15 effort to account for the lack of documentation provided to the Receiver relating to the G-Wagon  
16 and other Receivership assets. As such, the relief sought through the Motion to Compel is  
17 warranted.

#### 18           **i. Date of Purported Purchase**

19           In the Motion to Compel, the Receiver outlines communications with Mr. Nelms, the  
20 third-party who purportedly purchased the G-Wagon. As noted therein, in response to a  
21 subpoena, Mr. Nelms advised the Receiver and his counsel that he looked at the G-Wagon on or  
22 about March 29, 2022 and purchased it on March 30, 2022 after providing Mr. Grigsby  
23 \$100,000.00 in cash. ECF No. 333 at p. 10. Additionally, Mr. Nelms provided the Receiver  
24 with a Bill of Sale dated April 30, 2022 and a Certificate of Title dated June 21, 2022. *Id.*  
25 Further, Mr. Nelms provided copies of two checks, totaling \$70,000, dated June 30, 2022. *Id.*

26           Contrasting the above with the information in the Response and the Text Messages  
27 attached hereto there is no clear indication of what happened with the G-Wagon, when it was  
28 sold or what happened to the \$100,000 in cash. Indeed, despite representations that she had

1 transferred the G-Wagon on April 2, 2022, Paula was attempting to sell the G-Wagon to Vegas  
 2 Auto Gallery in late June, 2022—approximately two (2) months after she executed the Bill of  
 3 Sale and nearly three (3) months after the Response claims she accepted \$100,000 in cash for the  
 4 vehicle.

5 What is more, much is made in the Response of Mr. Grigsby’s efforts to obtain approval  
 6 for the sale of the G-Wagon from the SEC and the office of the United States Attorney. ECF No.  
 7 356 at 7-8; Exhs. D, F. Attached to the Response as Exhibit F is an email from Mr. Grigsby to  
 8 Tracy Combs and Casey Fronk, counsel for the SEC dated April 26, 2022. In the April 26, 2022  
 9 email, Grigsby seeks to have Paula’s bank account freeze lifted and further requests the titles to  
 10 the G-Wagon and a 2018 Land Rover Range Rover (the “Range Rover”). In support of his  
 11 request, Mr. Grigsby acknowledges the G-Wagon is subject to the TRO and requests permission  
 12 to sell the vehicle and provides no indication that the vehicle was already sold:

13 **“Given that both vehicles are subject to the TRO, we are requesting that you**  
 14 **consent to the return of both vehicle titles. In all candor, Ms. Beasley is hoping**  
 15 **to sell the 2020 Mercedes and apply the proceeds to living and litigation**  
 16 **expenses.”**

17 ECF No. 356 at Exh. F. (emphasis added).

18 As referenced above, Mr. Grigsby has declared, under penalty of perjury, that Mr. Nelms  
 19 paid \$100,000.00 and took possession of the G-Wagon on April 2, 2022. Why then, would Mr.  
 20 Grigsby send an email to counsel for the SEC seeking the title to the vehicle and inferring that  
 21 Paula had not yet sold the vehicle? The Response provides no explanation.

22 Finally, Mr. Grigsby asserts, through the Response that he informed the Receiver, during  
 23 their first phone call, that Paula intended to retain the Range Rover and the G-Wagon. As this  
 24 Court is aware, the Receiver was appointed on June 3, 2022. ECF No. 88. As such, any  
 25 purported representation by Grigsby that Paula intended to retain the G-Wagon would have been,  
 26 at the earliest, on June 3, 2022—more than two (2) months after Mr. Grigsby has declared, under  
 27 penalty of perjury, that Mr. Nelms took possession of the G-Wagon.<sup>21</sup>

28 <sup>21</sup> As an additional matter, the Response provides information demonstrating that Grigsby was not at the Ruffian Property on June 9, 2022. Based on this information the Response critiques the Receiver’s declaration attached to the Motion to Compel. The Receiver has addressed these matters through an Amended Declaration in Support of the Motion to Compel attached hereto as **Exhibit 18**.



**ii. Proceeds From Purported Sale**

1  
2 The Response advises this Court that Mr. Nelms paid a \$100,000.00 cash deposit for the  
3 G-Wagon on April 2, 2022. However, as referenced above, despite repeated requests for  
4 documentation regarding the same, no documents have been provided by Paula or Mr. Grigsby.  
5 Instead, there has been a complete lack of evidence as to the purported \$100,000.00 cash  
6 payment being made or where it went.

7 Of additional concern is the fact that Mr. Grigsby has represented to this Court that he  
8 never held the \$100,000.00 cash payment for Paula declaring the cash was “immediately given to  
9 Paula Beasley.” However, even the documents attached to the Response demonstrates this is a  
10 farce. Indeed, the Response states that “Paula paid over \$50,000.00 from the sale of the  
11 Mercedes to the Ruffian property.” ECF No. 356 at p. 11. In support of this contention, Exhibit  
12 N to the Response provides a “Receipt for Funds” demonstrating an August 12, 2022, payment  
13 on the Ruffian Property was made from funds from “Grigsby Law Group FBO Beasley.” ECF  
14 No, 356 at Exh. N.

15 This begs the question, if the \$100,000 payment was “immediately given to Paula  
16 Beasley”, how were the funds from the G-Wagon transferred from Mr. Grigsby’s law firm  
17 account for the Ruffian Property? Further eroding credibility, the Response asserts, with respect  
18 to the alleged second payment for the G-Wagon, that the June 30, 2022, check from Andre  
19 Nelms to Paula Beasley “was held in trust and used to pay Paula’s ongoing living expenses.”  
20 ECF No. 356 at p. 7, n. 9. Despite making a representation to this Court that the funds were  
21 “held in trust”, Mr. Grigsby provides no documentation to support the same nor does he include  
22 this assertion in his declaration.

23 What is more, even if the funds had been provided to Paula, as Mr. Grigsby declares,  
24 there is no indication as to what happened to remainder of the proceeds. Based on available  
25 information Paula was purportedly the recipient of \$122,165.00, exclusive of the funds paid to  
26 her childrens’ school. After the payment to the mortgage on the Ruffian Property, Paula should  
27 have been in possession of \$71,686.28. However, there has been no indication as to where any  
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1 such funds are, or if and how Paula spent the same. What is more confounding is that in July of  
2 2022 Paula advised the very dealership to whom she intended to sell the G-Wagon that she did  
3 not know the price paid by Mr. Nelms.

4 To compound upon the falling house of cards, the Response relies exclusively on the  
5 terms of the Beasley Divorce to justify the disposal of the G-Wagon. However, the lack of  
6 documentation as to the status and/or location of the funds received from the purported sale of  
7 the G-Wagon undermines their reliance thereon. Moreover, as outlined in the Motion to  
8 Compel, the Divorce Decree specified that funds realized from the disposition property were to  
9 be “held until the resolution of all pending legal matters.” ECF No. 333-2. The March 28, 2022,  
10 Stipulation further provides the G-Wagon “will be the sole and separate property of Paula  
11 Beasley and allocated to providing funds for her legal representation.” ECF No. 356 at Exh. C.  
12 Thus, according to the very document Paula now hides behind, she was to sell the G-Wagon and,  
13 at a minimum, use the funds for her legal representation. However, Mr. Grigsby has denied the  
14 funds were used to pay his legal fees. Indeed, the Response indicates that Paula paid Grigsby  
15 \$27,781.57, but specifies those funds “came from the proceeds of the sale of the Ferrari and was  
16 authorized by the March 28, 2022, Stipulation and Order.” ECF No. 356 at p. 17, FN 38. This  
17 statement contradicts Paula’s prior statement in the Response in which she opines “[the Ferrari  
18 and Aston Martin] were sold in March 2022, and the proceeds were used to maintain community  
19 assets and pay debts incurred by the community during the marriage.” ECF No. 333 at p. 4.  
20 Once again, there are more questions than answers.

21 As can be seen from the above, while trying to enforce each word of the Divorce  
22 Decree regarding the transfer of the G-Wagon, the Response glosses over the fact that Paula has  
23 not complied with the agreed upon terms for allocation of the proceeds realized therefrom. That  
24 is to say, even if Paula were permitted to sell the G-Wagon (which she was not), Paula violated  
25 the terms of the very document she relies upon to establish her authority to sell—her Divorce  
26 Decree.

### 27 **iii. Sale Price**

1 The Motion to Compel outlines the information received, as of the date of filing, with  
 2 respect to the purported sale price of the G-Wagon. As noted therein, Mr. Nelms told the  
 3 Receiver that he purchased the G-Wagon for \$170,000.00. Surprisingly, the Response does not  
 4 specify the purchase price. Rather, Paula and Grigsby make reference to the purported \$100,000  
 5 down payment and merely aver, through a footnote, that Mr. Nelms provided two (2) checks for  
 6 the remaining balance but do not identify the amount of each check. ECF No. 250 at p. 7, FN 9.

7 Notwithstanding the fact that a sale price of \$170,000.00, even if true, was below market  
 8 value, the Bill of Sale and other information obtained by Receiver are replete with  
 9 inconsistencies. Notably, the Bill of Sale, dated April 30, 2022 is signed by Paula Beasley and  
 10 indicates she sold the G-Wagon to Mr. Nelms for \$170,000.00.<sup>22</sup> Curiously, the Bill of Sale pre-  
 11 dates Paula and/or Grigsby's purported receipt of the \$70,000.00 second payment for the G-  
 12 Wagon by two (2) months.<sup>23</sup> What is more, the Bill of Sale was apparently executed two (2)  
 13 months prior to Paula's communications to Vegas Auto Gallery seeking to sell the very same G-  
 14 Wagon.<sup>24</sup> Particularly concerning is the fact that Paula advised Vegas Auto Gallery that she was  
 15 never informed of the sale price of the vehicle, yet she purportedly executed a document in April  
 16 which states the purchase price was \$170,000.00. There is no explanation for these  
 17 inconsistencies in the Response.

#### 18 **iv. Alleged Timeline**

19 The inconsistencies are further apparent in the timeline below.

- 20 • **March 3, 2022** - Standoff between Matthew Beasley and the FBI.
- 21 • **March 17, 2022** – Beasley Joint Petition for Divorce Filed.
- 22 • **March 21, 2022** – Decree of Divorce Filed.
- 23 • **March 28, 2022** – Stipulation and Order filed in the Beasley Divorce  
 24 awarding Paula Beasley the G-Wagon.

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 28 <sup>22</sup> ECF No. 333 at Exh. 9.

<sup>23</sup> ECF No. 333 at Exh. 10.

<sup>24</sup> **Exh. 17**, P. Beasley Text Messages.

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- **March 28, 2022** – Aaron Grigsby sends letter to Richard Anthony Lopez advising Paula had been awarded the G-Wagon and Range Rover in the divorce and asking that the title for each be returned.
- **March 29, 2022** – Andre Nelms claims to have looked at G-Wagon.
- **March 30, 2022** – Andre Nelms claims to have paid Aaron Grigsby \$100,000 in cash for the G-Wagon.
- **April 1, 2022** – Paula Beasley text messages with Blake Pride-Zorn in which Vegas Auto Gallery offers to purchase the G-Wagon for \$190,000.00.
- **April 2, 2022** – Per the Response Andre Nelms paid a deposit of \$100,000 to Aaron Grigsby and took possession of the G-Wagon. Mr. Grigsby claims the funds were immediately given to Paula Beasley.
- **April 6, 2022** – Mr. Pride-Zorn sends text message to Paula Beasley asking if she had sold the G-Wagon. Paula responds she is waiting to get the title back before she can do anything and indicates her her attorney has been working to get titles back.
- **April 16, 2022** – Mr. Pride-Zorn sends text message to Paula Beasley asking if she had sold the G-Wagon. Paula Beasley responds “No.”
- **April 26, 2022** – Mr. Grigsby emails Tracy Combs and Casey Fronk at the SEC requesting, among other things, permission for Paula to sell the G-Wagon. In this email, Mr. Grigsby acknowledges that the Range Rover and the G-Wagon are subject to the temporary restraining order.
- **April 30, 2022** – Paula purportedly executes Bill of Sale depicting a sale of the G-Wagon to Mr. Nelms for \$170,000.00.
- **June 21, 2022** – Duplicate certificate of title for the G-Wagon issued to Paula Beasley.
- **June 28, 2022** – Paula sends text message to Mr. Pride-Zorn advising she had the title to the G-Wagon and asking if Vegas Auto Gallery had any interest in purchasing. Paula sends photos of the vehicle. Mr. Pride-Zorn asks if she has the vehicle in her possession because one of his clients said it was theirs. Paula advises her attorney has the vehicle.
- **June 29, 2022** – Mr. Grigsby advises the Receiver, via email, that the G-Wagon had been sold.
- **June 30, 2022** – Mr. Nelms issues a check to Paula in the amount of \$22,165.00 and a second check to the Alexander Dawson School in the amount of \$47,835.00 with the names of Paula’s children in the memo line.

- 1       • **July 23, 2022** – Mr. Pride-Zorn sends text message to Paula Beasley asking if  
2       she had sold the G-Wagon. Paula Beasley advised that she had, confirming  
3       the sale was to “Andre”. Paula Beasley states she was never told the purchase  
4       price.
- 5       • **August 4, 2022** – Kara Hendricks, counsel for the Receiver sends letter to  
6       Aaron Grigsby requesting information regarding pertinent information  
7       regarding the properties and requesting a date on which the Receiver could  
8       pick-up the G-Wagon.
- 9       • **August 12, 2022** – Receipt for Funds demonstrating payment from Grigsby  
10       Law Group to mortgage for Ruffian property in the amount of \$50,478.72.
- 11       • **August 22, 2022** – Mr. Grigsby sends response to Ms. Hendricks August 4,  
12       2022, Letter in which he discusses the Ruffian property but abstains from  
13       answering Hendricks’ inquiry as to the G-Wagon.

14       The above timeline demonstrates the actual facts surrounding the disposition of the G-  
15       Wagon are a mystery as it is still unclear (a) when the vehicle was sold; (b) the sale price of the  
16       vehicle; and (c) where the funds were placed and/or how they were utilized. What is more,  
17       Paula’s own text messages establish that she has materially misrepresented her dealings with  
18       respect to the G-Wagon to this Court and numerous third parties, including the Receiver.  
19       Further, based on the record before this Court, there can be no dispute that Mr. Grigsby was  
20       instrumental in the purported disposition of the vehicle.

### 21       **III. LEGAL ARGUMENT**

22       The Receiver’s Motion to Compel is multi-faceted and outlines various violations of this  
23       Court’s orders which the Response fails to address. As further detailed below, this Court should  
24       grant the relief requested.

#### 25       **a. The Response is Untimely**

26       Local Rule 7-2(b) provides “the deadline to file and serve any points and authorities in  
27       response to the motion is 14 days after service of the motion.” LR 7-2(b). “The failure of an  
28       opposing party to file points and authorities in response to any motion,...constitutes a consent to  
29       the granting of the motion.” LR 7-2(d).

30       Here, the Motion to Compel was filed on October 21, 2022, and any response in  
31       opposition thereto was due on or before November 4, 2022. The Response was originally filed

1 on November 8, 2022 and after being notified that the Response violated the local rules, the  
 2 Response was re-filed on November 10, 2022.<sup>25</sup> Pursuant to LR 7-2, this Court may find Paula  
 3 and Grigsby's failure to file a timely response a consent to the granting of the Motion to Compel.

4 **b. The Beasley Divorce Does Not Justify the Actions Taken**

5 As part of the background pertinent to the relief the Receiver seeks, the Motion to  
 6 Compel outlines the available information regarding the prompt divorce that occurred shortly  
 7 after the March 3, 2022, standoff between Matthew Beasley and the FBI. ECF No. 333 at p. 3-5.  
 8 Consideration of the facts and circumstances surrounding the Beasley Divorce are relevant to the  
 9 pending Motion as the Response attempts to use the same to justify the disposition of the G-  
 10 Wagon and in an attempt to exempt Paula from this Court's orders. Indeed, in the Response  
 11 Paula asserts that she was awarded the G-Wagon through the divorce and, as a result, the vehicle  
 12 was her sole and separate property with which she could do as she pleased. However, this is  
 13 contradicted in the email Mr. Grigsby sent the SEC on April 26, 2022, in which he concedes the  
 14 G-Wagon is subject to the temporary restraining order. *See*, ECF No. 356 at Exh. F. In an  
 15 attempt to deflect the issue onto the Receiver, the Response seems to suggest that the Receiver  
 16 should have challenged the divorce proceeding.<sup>26</sup>

17 However, to the extent respondents are seeking to argue the Receiver somehow waived  
 18 his right to question the legitimacy of the Beasley Divorce, no authority in support of the same is  
 19 provided. Additionally, no analysis is provided suggesting the Orders issued by this Court are  
 20 inapplicable. Here, the Receiver outlined the Beasley divorce proceeding to demonstrate a  
 21 likelihood that the divorce was performed to hide assets and shield Paula from legal  
 22 ramifications stemming from the Ponzi scheme.<sup>27</sup> Unsurprisingly, the Response attempts to do

23 <sup>25</sup> ECF Nos. 351, 352.

24 <sup>26</sup> The Response asserts that the Receiver "had notice of the divorce but failed to challenge the divorce proceedings  
 during the applicable time period." ECF No. 350 at p. 5.

25 <sup>27</sup> The prompt filing of the petition for divorce, coupled with the haste in which it was completed suggests an  
 26 ulterior motive, *i.e.*, to shield Paula Beasley from the implications of the Ponzi-scheme and to put the assets beyond  
 the reach of the Receivership. Indeed, an agreed fast-track divorce<sup>27</sup> in an instance such as this has been found to be  
 27 evidence of a fraudulent scheme to put the property beyond the reach of creditors. *See e.g., Schaudt v. United*  
*States*, 2013 U.S. Dist. LEXIS 33622, 2013 WL 951138, at \*5 (N.D. Ill. March 11, 2013); *see also In re Boba*, 280  
 28 B.R. 430, 435 (Bankr. N.D. Ill. 2002) ("[A]n agreed transfer of property to a spouse through a fast-track divorce on  
 the eve of bankruptcy is evidence of a fraudulent scheme to put the property beyond the reach of creditors."). What  
 is more, courts have found the existence of a Ponzi scheme can establish fraudulent intent for purposes of

1 just this. Moreover, not only does the Response fail to provide this Court with the documents  
 2 and information the Receiver has repeatedly sought, but through the Response, Paula and her  
 3 counsel seek to use the divorce to shield herself from the reach of the Receivership and to protect  
 4 her from the legal ramifications of her failure to comply therewith. In fact, the Response  
 5 unapologetically attempts to (a) hide the asset from the Receiver; and (b) seeks to shield Paula  
 6 from the legal implications of her disposition of a substantial Receivership Asset. However,  
 7 notably absent from the Response is any authority supporting respondents' contention that the G-  
 8 Wagon was cleansed of its status as Receivership Property simply because it was transferred in  
 9 the divorce. That is because, to permit a party to exempt an asset from a Receivership Estate  
 10 simply by transferring the asset through a divorce would be akin to court-sanctioned laundering.

11 Analogously, other parties in this case have attempted to make similar arguments with  
 12 respect to funds paid to law firms as compensation for representation in this matter. In those  
 13 instances, counsel for the respective defendants argued the funds transferred into their law firm  
 14 accounts were no longer receivership property. However, this Court found otherwise:

15 “Lack of compliance with the court’s orders frustrates the purpose of equity  
 16 receiverships, which are designed ‘to promote orderly and efficient administration  
 17 of the estate by the district court for the benefit of creditors,’ *S.E.C. v. Hardy*, 803  
 18 F.2d 1034, 1038 (9th Cir. 1986). **If individuals alleged to have violated the  
 19 Securities Act and the Exchange Act could avoid court orders requiring the  
 20 freezing or turnover of assets by simply moving them into a trust or other  
 21 account held by their attorney, then the court would not be able to  
 22 recompensate victims of those securities or exchange violations.**” ECF No.  
 23 318 at p. 8. (emphasis added).

24 The same logic applies here. The G-Wagon was expressly identified, at the outset of this case, as  
 25 Receivership Property. As such, Paula and/or Matthew Beasley cannot avoid this Court’s order  
 26 requiring the freezing and turnover of the G-Wagon simply by executing a stipulated fast-track  
 27 divorce.

28 The arguments in the Response in this regard are a red herring. Notably, Paula was also  
 awarded the Ruffian Property through the divorce, yet she surrendered that property to the

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demonstrating a fraudulent transfer. *In re Agricultural Research & Tech. Grp., Inc.*, 916 F.2d 528, 535-36 (9th Cir. 1990) (“the debtor’s actual intent to hinder, delay or defraud its creditors may be inferred from the mere existence of a Ponzi scheme.”). In fact, mere “knowledge that a transaction will operate to the detriment of creditors is sufficient for actual intent.” *Id.* (citing *In re American Properties, Inc.*, 14 Bankr. 637, 643 (D. Kan. 1981)).

1 Receiver in accordance with this Court’s orders (although the turnover was later than expected).  
2 Had she truly believed the divorce entitled her to keep and/or dispose of the substantial assets at  
3 issue in this case, she would have pushed back on the Receiver’s efforts to recover the Beasley’s  
4 primary residence or liquidated the residence, as she did with the G-Wagon.

5 To make matters worse, Paula has failed to establish where the proceeds from the  
6 impermissible sale of the G-Wagon have gone, despite the terms of her divorce requiring her to  
7 hold the same until the conclusion of all legal proceedings.

8 **c. This Court Has Jurisdiction Over Paula Beasley and the Assets at Issue**

9 In another attempt to escape compliance with this Court’s orders, the Response contends  
10 this Court does not have personal jurisdiction over Paula because she was never named as a party  
11 to this case. ECF No. 356 at p. 12.

12 Any assertion that this Court lacks personal jurisdiction over Paula and the assets at issue  
13 are nonsensical. Generally, personal jurisdiction may be found where (a) the particular cause of  
14 action arises out of or is connected with the defendant’s activity within the state; or (b) the  
15 defendant engages in such extensive activity within the state as to justify a state court’s  
16 jurisdiction over a cause of action not related to that activity. *See McGee v. Int’l Life Ins. Co.*,  
17 355 U.S. 220, 223, 78 S. Ct. 199, 201 (1957). What is more, the Ninth Circuit has long approved  
18 the use of summary proceedings to determine possession of the assets of nonparties in  
19 receivership proceedings. *FTC v. Johnson*, 567 F. App’x 512, 514-15 (9th Cir. 2014) (citing  
20 *CFTC v. Topworth Int’l, Ltd.*, 205 F.3d 1107, 1113 (9th Cir. 1999) and *SEC v. Hardy*, 803 F.2d  
21 1034, 1040 (9th Cir. 1986)). “Such proceedings ‘satisfy due process so long as there is adequate  
22 notice and opportunity to be heard.’” *Id.* (quoting *Topworth*, 205 F.3d at 1113).

23 Here, Paula merely alleges a lack of personal jurisdiction because she was not named as a  
24 party. However, the Response makes no effort to explain why Paula is exempt from the express  
25 terms of the Appointment Order which provides “[t]his Court hereby takes exclusive jurisdiction  
26 and possession of the assets, of whatever kind and wherever situated” of the Defendants. ECF  
27 No. 88 at §§ 1, 3. Additionally, the Appointment Order expressly obligates any person in  
28

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1 possession of Receivership Property cooperate with the Receiver in providing information and  
2 transferring funds, assets and accounts to the Receiver. *Id.* at § 17(D).

3 Certainly, there can be no dispute that Paula was aware of the TRO and Asset Freeze in  
4 this case as certain Receivership Property was voluntarily turned over to the Receiver. Further,  
5 Mr. Grigsby acknowledged the G-Wagon was receivership property in his April 26, 2022 email  
6 to Ms. Combs in which he stated “[g]iven that both vehicles are subject to the TRO [the G-  
7 Wagon and Land Rover], we are requesting that you consent to the return of both vehicle titles.”  
8 ECF No. 356 at Exh. F. As such, Paula and her counsel were aware that the G-Wagon was a  
9 Receivership asset, expressly contemplated in the TRO and Preliminary Injunction, therefore,  
10 she was obligated to cooperate with the Receiver to facilitate the turnover of the same. However,  
11 rather than fulfilling her legal obligations, Paula and Grigsby worked in the shadows to dispose  
12 of the G-Wagon with an eye toward utilizing the funds therefrom for her own use.

13 **d. This Court May Properly Find Paula Beasley and Grigsby in Contempt**

14 Through the Response Paula and Grigsby argue they should not be held in contempt  
15 because “the court’s contempt power should not extend to a non-party who exercised her right to  
16 dispose of property awarded to her in the divorce proceedings.” ECF No. 356 at p. 17. In  
17 support of this position, Paula argues “[w]hat the Receiver does not realize, or does not admit, is  
18 that the 2020 Mercedes G63 AMG is the separate property of Paula.” ECF No. 356 at p. 16.  
19 Thus, Paula and Grigsby seek to avoid the motion to compel and/or contempt on the proposition  
20 that (a) they are not parties to the instant action and (b) Paula could dispose of the G-Wagon as  
21 she saw fit following the Beasley Divorce. However, once again, this position lacks foundation  
22 and legal authority. Indeed, the entire argument opposing the imposition of contempt in this  
23 matter is devoid of any authority supporting the arguments that (a) a non-party should not be  
24 subject to contempt proceedings and (b) that the G-Wagon was removed from the Receivership  
25 by way of the Beasley divorce.

26 Instead of providing legal authority, the Response asserts the authority relied upon by the  
27 Receiver is not applicable. However, Paula’s interpretation of each case is incorrect.

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*SEC v. Res. Dev. Int'l*

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In the Motion to Compel, the Receiver cited to *SEC v. Res. Dev. Int'l* as the last in a string cite for the proposition that “[i]n exercising their inherent authority to enforce compliance, courts routinely find contempt in instances where a party fails to comply with turnover orders.” ECF no. 333 at p. 13. The Response contends the Receiver “misunderstands and misuses the holding of the case” and attempts to distinguish *SEC v. Res. Dev. Int'l* by arguing the receiver in that case “was able to directly trace over a [*sic*] one million dollars in assets that originated from defrauded investors and obtain a default judgment. Additionally, the contemtor [*sic*] was a party to the underlying action.” ECF No. 356 at p. 15. While the Response is correct that the receiver in *Res Dev. Int'l* was able to directly trace more than a million dollars in assets, Paula is incorrect in her position that the contemnor in that case was a party to the underlying enforcement action. What is more, the Response fails to consider this Court’s numerous findings that the SEC has met its burden of establishing the assets in question can be traced to fraud. *See e.g.*, ECF No. 318 at p. 9.<sup>28</sup> As such, the Receiver has not misunderstood or misused the holding of the case.

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*SEC v. Res. Dev. Int'l*, was an ancillary proceeding to an enforcement action initiated by the SEC as a result of an illegal Ponzi-scheme operated by RDI. *SEC v. Res. Dev. Int'l*, 291 F. App'x 660, 661 (5th Cir. 2008). Following a hearing on an order to show cause, Olsen, a non-party to the enforcement action, was found in contempt of court for his refusal to turnover \$1,372,680.29 of Receivership assets. *Id.* Olsen was remanded to the custody of the U.S. Marshal after which he was detained for twenty-six months while he continued his refusal to comply. *Id.* Thus, the opinion in *SEC v. Res. Dev. Int'l*. supports the Receiver’s argument that courts have routinely found contempt where a party or individual fails to comply with turnover orders.

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<sup>28</sup> In its ruling this Court noted “[a]s previously noted by the court, the SEC has met its burden, which resulted in Judge Mahan’s granting of the temporary restraining order and preliminary injunction. Out of an abundance of caution, I conducted an independent review of the evidence provided by the SEC and found that the SEC made the proper, requisite showings warranting issuances of the original TRO and PI.”

1                   ***SEC v. AmeriFirst Funding, Inc.***

2                   Next, the Response asserts “the Receiver misses the point entirely with respect to its  
3 reliance on *Sec v. AmeriFirst Funding, Inc.*, [*sic*] which requires the Receiver to establish by clear  
4 and convincing evidence that the court order in quest [*sic*] was in effect at the time of the alleged  
5 violation.” ECF No. 356 at p. 16. The Response argues the instant action “was not filed at the  
6 time Paula was granted the 2020 Mercedes G63 AMG.” ECF No. 356 at p. 16. In reality, it is  
7 Paula, not the Receiver, that misses the point on this issue.

8                   The Receiver is not arguing the divorce decree violated this Court’s orders. Rather, the  
9 violations of this Court’s orders came from (a) Paula’s purported sale of the G-Wagon for less  
10 than market value despite clear orders from this Court and the Receiver prohibiting the  
11 disposition of the same; (b) Paula and/or Mr. Grigsby’s failure to provide the information  
12 requested by the Receiver which included information regarding the purported sale of the G-  
13 Wagon and the location of the funds derived therefrom; and (c) Paula and Mr. Grigsby’s failure  
14 to provide additional information regarding other assets retained by Paula including, but not  
15 limited to, the Ruffian Property; the Charleston Property; and the Schoofey Property.

16                   *SEC v. AmeriFirst Funding*, a factually similar case, demonstrates that Defendants, their  
17 counsel and ***others associated therewith*** are properly subject to contempt proceedings where  
18 such individuals violate the terms of an asset freeze and receivership order. Indeed, in  
19 *AmeriFirst Funding*, the individuals subject to the contempt proceeding were, as here, alleged to  
20 have disposed of a substantial receivership asset—a Picasso painting—and failed to turn over the  
21 proceeds therefrom to the Receiver. *SEC v. AmeriFirst Funding, Inc.*, Civil Action No. 3:07-  
22 CV-1188-D, 2008 U.S. Dist. LEXIS 7510, at \*5-6 (N.D. Tex. Feb. 1, 2008). Additionally, the  
23 receiver sought contempt for the failure to turn over real property and a vehicle. *AmeriFirst*  
24 *Funding, Inc.*, 2008 U.S. Dist. LEXIS 7510, at \*6-7. The court ultimately found the Picasso  
25 painting and the funds derived therefrom were covered by the asset freeze. *Id.* at \*15. As such,  
26 the Court found the defendant and his counsel in contempt for their actions in the sale of the  
27 Picasso painting which was in contravention to the asset freeze in place. *Id.* at 36. Here, the  
28 holding in *AmeriFirst* is applicable to Paula and Mr. Grigsby’s efforts to dispose of the G-Wagon

1 in contravention to this Court's orders and demonstrates this Court's authority to find them both  
2 in contempt.

3 **e. Mr. Grigsby Has Not Provided Sufficient Information and Has Not Shown**  
4 **Fees Paid to Him Were Untainted**

5 Another aspect of the Motion to Compel concerns information regarding fees paid to Mr.  
6 Grigsby for his representation of Paula. ECF No. 333 at p. 19. As noted above, Mr. Grigsby has  
7 represented that Paula made one payment to him in the amount of \$27,781.57, which he purports  
8 to be from the proceeds of the sale of the Ferrari. ECF No. 356 at p. 17. Paula further asserts  
9 that the remainder of funds paid to Grigsby "came from credit card payments", arguing the same  
10 were "authorized" by the March 28 stipulation in the Beasley Divorce. *Id.* Additionally, Mr.  
11 Grigsby predictably argues "[t]he Receiver would have to make a preliminary showing that  
12 payments received by the undersigned can be traced to fraud." *Id.* at p. 18.

13 Unsurprisingly, the Response is devoid of any authority demonstrating that credit card  
14 payments are excused from the Court's asset freeze and turnover provision. Rather, Mr. Grigsby  
15 relies solely on a stipulation from the divorce proceedings. What is more, this Court has  
16 repeatedly determined that the SEC has met its burden of showing the assets and funds in this  
17 case can be traced to fraud thereby imposing the burden upon Paula and Mr. Grigsby to  
18 demonstrate the funds they seek to utilize are untainted. *See* ECF No. 318 at p. 9 (citing *SEC v.*  
19 *Santillo*, 2018 WL 3392881, at \*4 (S.D.N.Y. July 11, 2018); *SEC v. Private Equity Management*  
20 *Group, Inc.*, 2009 WL 2058247, at \*2-3 (C.D. Cal. July 9, 2009)).

21 In addition, Mr. Grigsby seeks to distinguish this case from *SEC v. Fujinaga and MRI*  
22 *Int'l, Inc.*, arguing "[i]n Fujinaga, there was no dispute that the underlying funds were from the  
23 Ponzi scheme and directly traceable." ECF No. 356 at p. 19. As noted above, the SEC has  
24 already established that the funds held by Matthew Beasley were traceable to the fraud in this  
25 case, thereby necessitating the asset freeze that Paula must abide by. As such, the Response's  
26 attempt to distinguish *Fujinaga* is without merit and this Court should compel the funds at issue  
27 to be turned over to the Receiver.  
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**f. Declaration of Ben Tranquillo**

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2 The Response also takes issue with the Declaration of Ben Tranquillo attached to the  
3 Motion to Compel by suggesting, “[t]he declaration of Ben Tranquillo is self-serving and not  
4 relevant to the issue currently before this court...neither the value of the Mercedes nor its selling  
5 price is relevant because Paula is free to sell her personal property as she sees fit.” ECF No. 356  
6 at p. 19-20. Contrary to the unsubstantiated conclusions in the Response, Mr. Tranquillo’s  
7 declaration is highly relevant to the instant matter as it establishes a proper value of the G-  
8 Wagon during the time in question. This value is critical as it establishes the value by which the  
9 Receivership Estate has been diminished as a result of Paula and Mr. Grigsby’s recalcitrant  
10 actions in purporting to sell the G-Wagon after the TRO, Preliminary Injunction, and  
11 Appointment Order were entered. It also establishes the value of funds that need to be  
12 immediately provided to the Receiver to remedy the malfeasance discussed herein.

**g. Personal Attacks Against the Receiver and Counsel are Unwarranted.**

13  
14 Prevalent throughout the Response are remarks suggesting the Receiver and/or his  
15 counsel have not been forthcoming with the Court and have “fabricated facts”, presented “blatant  
16 falsehoods” and presented “deliberate misstatements of facts” in the Motion to Compel. Such  
17 remarks are inaccurate and unnecessary as the documents and evidence submitted in support of  
18 the Motion speak for themselves and there is no basis to question the “veracity for truthfulness”  
19 of the same. Notwithstanding the foregoing, submitted herewith is an Amended Declaration of  
20 Mr. Winkler that clarifies that another adult, not Mr. Grigsby, was with Paula when the Receiver  
21 picked-up a number of vehicles in June of 2022. It also clarifies that it was Paula that informed  
22 the Receiver on June 9, 2022, that the G-Wagon was in the shop. The Receiver also recalls  
23 conversations with Mr. Grigsby in early June of 2022 regarding the turnover of the G-Wagon.  
24 The Receiver apologizes for any confusion the prior declaration may have caused.

**IV. CONCLUSION**

25  
26 The Response does nothing to answer the questions set forth in the Motion to Compel  
27 and instead demonstrates additional inconsistencies. Based on the foregoing, it is plain to see an  
28 order from this Court compelling Paula Beasley and Aaron Grigsby to turn over the information

1 requested therein is warranted. Or, in the alternative, the foregoing demonstrates sufficient  
2 ground for this Court to enter an order to show cause why Paula Beasley and Aaron Grigsby  
3 should not be held in contempt for their failure to comply with this Court’s orders.

4 For the foregoing reasons, the Receiver respectfully requests this Court enter an order  
5 compelling the turnover of the records requested herein and the turnover of the G-Wagon or its  
6 equivalent value at the time of the initiation of the purported sale and/or that an order to show  
7 cause be issued related to the same. Additionally, the Receiver should be awarded costs and fees  
8 incurred in subpoenaing documents related to the G-Wagon as well as the fees associated with  
9 filing the Motion to Compel and this Reply.

10 DATED this 15th day of November, 2022.

**GREENBERG TRAUIG, LLP**

*/s/ Kara B. Hendricks*

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**CERTIFICATE OF SERVICE**

I hereby certify that, on the 15<sup>th</sup> day of November, 2022, a true and correct copy of the foregoing **RECEIVER’S REPLY IN SUPPORT OF MOTION TO COMPEL OR ALTERNATIVE MOTION FOR ORDER TO SHOW CAUSE WHY PAULA BEASLEY AND AARON GRIGSBY SHOULD NOT BE HELD IN CONTEMPT FOR FAILURE TO COMPLY WITH THIS COURT’S ORDERS AND REQUEST FOR TURNOVER OF MERCEDES G-WAGON OR VALUE OF SAME [DKT 333]** was filed electronically via the Court’s CM/ECF system. Notice of filing will be served on all parties by operation of the Court’s CM/ECF system, and parties may access this filing through the Court’s CM./ECF system and by serving via email by United States first class mail, postage pre-paid on the parties listed below:

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Exhibit	Document Description
16	Declaration of Blake Pride-Zorn
17	Text Messages between Pride-Zorn and Paula Beasley
18	Geoff Winkler Amended Declaration.

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---

EXHIBIT 16  
Declaration of Blake Pride-Zorn

---

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13 **IN THE UNITED STATES DISTRICT COURT**  
14 **FOR THE DISTRICT OF NEVADA**

15 SECURITIES AND EXCHANGE COMMISSION,  
16 Plaintiff,  
17 vs.  
18 MATTHEW WADE BEASLEY, *et al.*,  
19 Defendants,  
20 THE JUDD IRREVOCABLE TRUST, *et al.*,  
21 Relief Defendants.

CASE NO. 2:22-cv-00612-CDS-EJY

**DECLARATION OF BLAKE PRIDE-**  
**ZORN**

22 I, Blake Pride-Zorn, hereby declare as follows:

23  
24 1. I am the General Manager of Vegas Auto Gallery, an automotive dealership  
25 located in Clark County, Nevada.

26 2. I have personal knowledge of the following facts and am competent to testify  
27 thereto if necessary.  
28

1           3.       On October 24, 2022, pursuant to a subpoena received by Vegas Auto Gallery, I  
2 provided counsel for the Receiver screenshots of text messages between myself and Paula  
3 Beasley. True and correct copies of those text messages are attached hereto as **Exhibit A**.

4           4.       Additionally, on October 24, 2022, I provided counsel for the Receiver  
5 screenshots of text messages between myself and Matthew Beasley and Matthew Beasley Jr.

6           5.       The screenshots provided to counsel in response to the subpoena received by  
7 Vegas Auto Gallery are true and correct representations of my text message communications  
8 with Paula Beasley, Matthew Beasley, and Matthew Beasley Jr.

9           I declare under penalty of perjury under the laws of the State of Nevada that the  
10 foregoing is true and correct.

11           Executed on November 14, 2022.

  
\_\_\_\_\_  
Blake Pride-Zorn

GREENBERG TRAUERIG,  
LLP  
10845 Griffith Peak

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EXHIBIT 17

Text Messages between Pride-Zorn and Paula Beasley

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11:10

5G

685



Paula



iMessage  
Sat, Mar 19, 1:16 PM

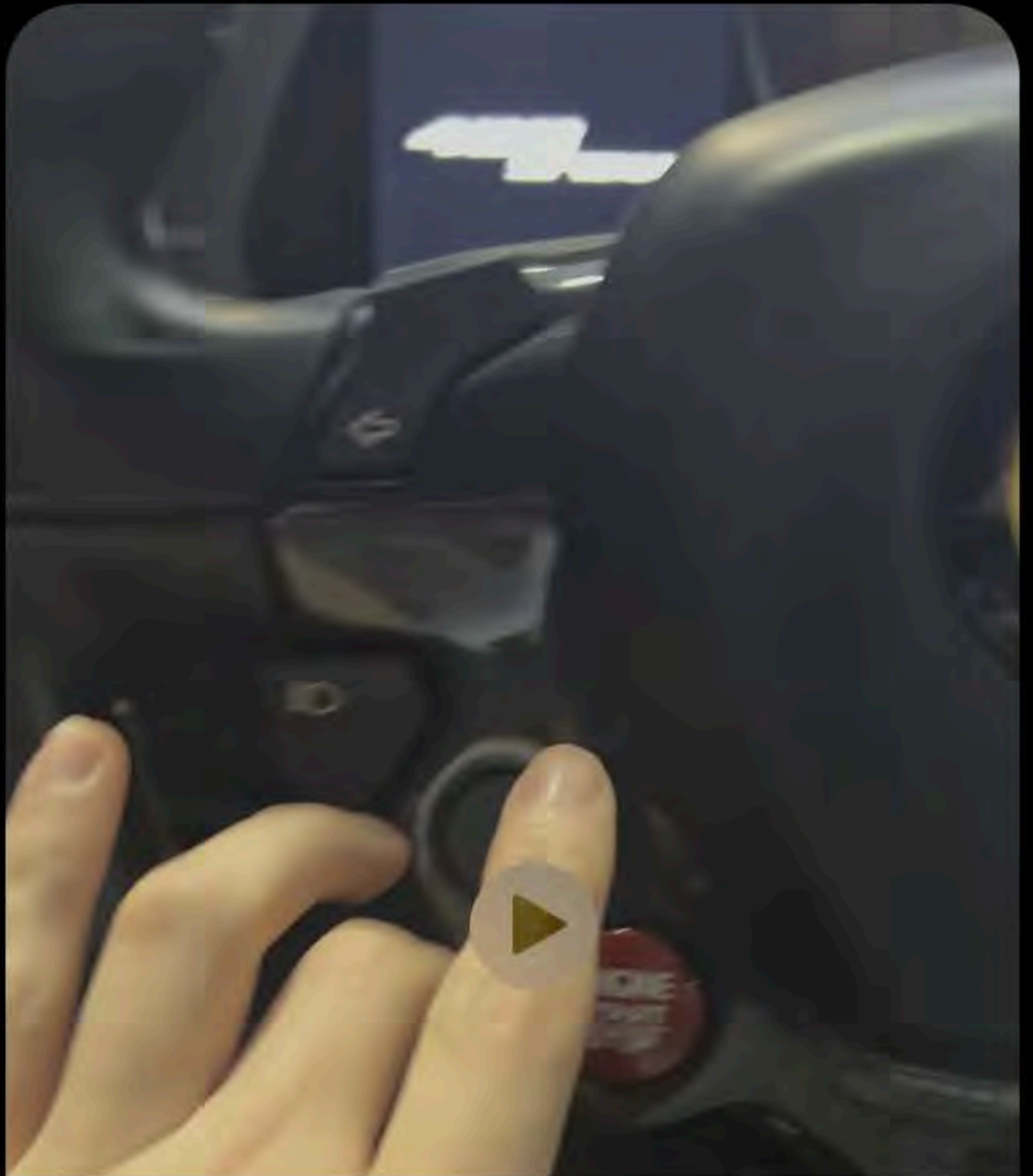
If you could also send me a copy of the documents you have for the power of attorney.

What's your email?

[blake@vegasautogallery.com](mailto:blake@vegasautogallery.com)

Blake

Oops



iMessage





11:10

5G

685

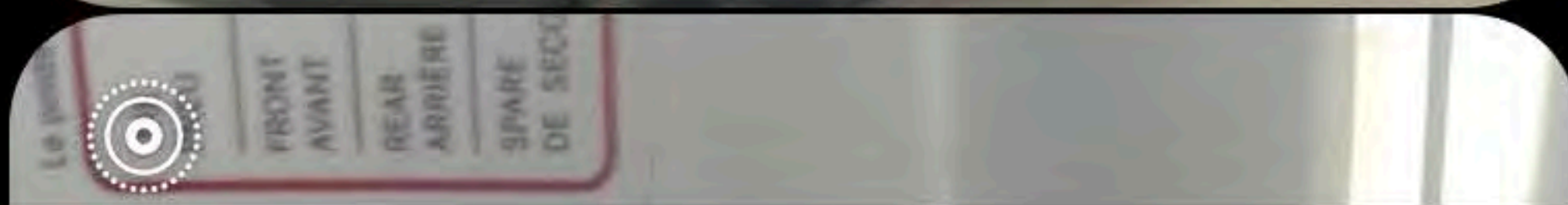
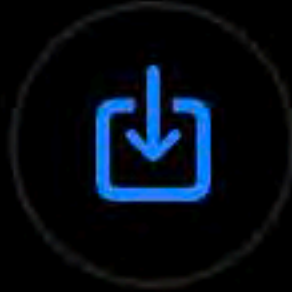
PB

Paula

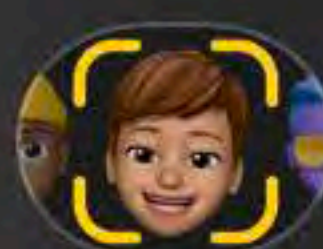


How much do you guys need for it? I have to confirm I'm able to buy it

Fri, Apr 1, 1:18 PM



iMessage





< 685

PB



Paula >



Diamond stitched interior?

I think so yes

Black interior?

White

It's worth like \$190k to me

iMessage



11:10

5G

< 685



Paula >



write

It's worth like \$190k to me

Ok, thank you!

Anytime

Fri, Apr 1, 2:55 PM

If you need to sell it let me know I'll buy it

Ok, thank you! I will let you

Are you selling anything else?

An RV LOL

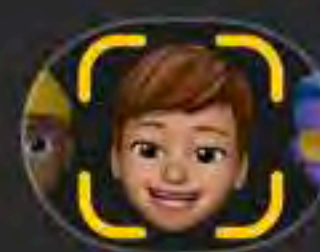
Shoot me whatever you have RV, quads off-road stuff anything lol. Everything has a value

We've actually sold a million dollar RV too

Oh. I didn't know that! I will get it all together and let you know!!



iMessage





11:10

5G

685



Paula



don't know too

Oh. I didn't know that! I will get it all together and let you know!!

Whatever you have let me know

Will do

Wed, Apr 6, 6:24 PM

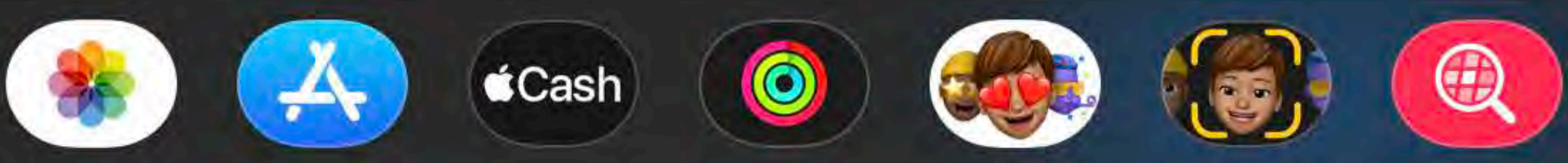
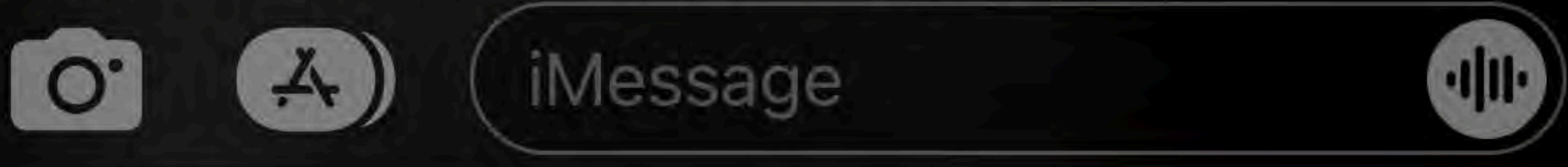
Did you end up selling the g wagon?

Hi! So we are still waiting to get the titles back before I can do anything.

My attorney thought he was getting them back the day I text you.

Ah makes sense. Did you pay them off or you never got them from DMV ?

Well, they were taken when my husband did his thing. & my attorney has been working on





11:10

5G

685



Paula



Well, they were taken when my husband did his thing. & my attorney has been working on getting them back. The car is paid off

Understood

Sorry about not getting back. My attorney had me thinking I was going to sell it last week.

No worries

Sat, Apr 16, 9:51 AM

Did you sell the g wagon already?

No

Let me know when you're ready to sell it or other stuff

I will, thank you!

Sounds good. Just give me a text



iMessage





11:10

5G

685



Paula



Let me know when you're ready to sell it or other stuff

I will, thank you!

Sounds good. Just give me a text or a call and we will make it happen for you

Tue, Jun 28, 2:01 PM

Hi! Sorry to bother you, do you have any interest in the G-wagon? I have the title now. Wondering what you can give me for it?

Hi there, not a bother. The market has cooled off on these but yes. I have the VIN but can you update me on the mileage and a few photos?

The mileage should be about the same. I can get you some photos



iMessage





11:10

5G

685



Paula



market has cooled off on these but yes.

I have the VIN but can you update me on the mileage and a few photos?

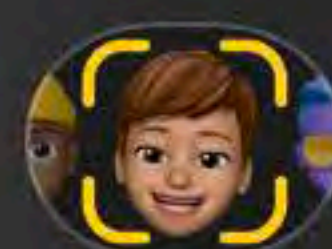
The mileage should be about the same. I can get you some photos

Okay great

Thank you



iMessage





11:10

5G

685

PB



Paula



Interior?

I don't have any interior yet

Is this car in your possession? I had another client offer this to me but I thought it was yours

My attorney has it

Okay. One of my clients said it was there's, but it sounds like that's not the case.

Umm no



iMessage





< 685



Paula >



[Redacted text]

My attorney has it

Okay. One of my clients said it was there's, but it sounds like that's not the case.

Umm no

Sat, Jul 23, 1:41 PM

Did you sell the g wagon?

Yes

Okay to Andre right?

I think so, yes! My attorney did it with my permission

Do you mind asking how much? He is wanting to trade it for different color I have

Honestly I don't know. I was never told

Okay no worries I appreciate it



iMessage





11:11 ↗

5G

< 685



Paula >



Did you see the g wagon?

Yes

Okay to Andre right?

I think so, yes! My attorney did it with my permission

Do you mind asking how much? He is wanting to trade it for different color I have

Honestly I don't know. I was never told

Okay no worries I appreciate it

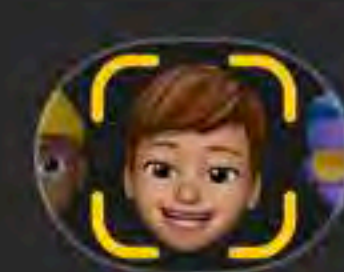
If you having anything else you plan to sell let me know

Read 7/23/22

Ok



iMessage





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Exhibit 18

Geoff Winkler Amended Declaration

---

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**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

SECURITIES AND EXCHANGE  
COMMISSION,

Plaintiff,

vs.

MATTHEW WADE BEASLEY *et al.*

Defendants;

THE JUDD IRREVOCABLE TRUST *et al.*

Relief Defendants.

Case No. 2:22-CV-00612-CDS-EJY

**AMENDED DECLARATION OF GEOFF  
WINKLER IN SUPPORT OF MOTION  
TO COMPEL OR ALTERNATIVE  
MOTION FOR ORDER TO SHOW  
CAUSE WHY PAULA BEASLEY AND  
AARON GRIGSBY SHOULD NOT BE  
HELD IN CONTEMPT FOR FAILURE  
TO COMPLY WITH THIS COURT'S  
ORDERS AND REQUEST FOR  
TURNOVER OF MERCEDES G-  
WAGON OR VALUE OF SAME (ECF  
NO. 333)**

///

1 I, GEOFF WINKLER, hereby declare as follows:

2 1. I am a founding member and CEO of American Fiduciary Services, LLC and was  
3 appointed by this Court as the in the above captioned matter on June 3, 2022 (ECF 88) (“Appointment  
4 Order”).

5 2. I make this amended declaration in support of the Receiver’s Motion to Compel or  
6 Alternative Motion for Order to Show Cause Why Paula Beasley and Aaron Grigsby Should Not be  
7 Held in Contempt of Court for Failure to Comply with This Court’s Orders and Request for Turnover  
8 of Mercedes G-Wagon or Value of Same (the “Motion”).

9 3. I have personal knowledge of the following facts and am competent to testify thereto  
10 if necessary.

11 4. On October 21, 2022, I submitted a declaration in support of the Motion. ECF No.  
12 333-4.

13 5. In the time since filing, I have become aware that a reference made in my October 21,  
14 2022 Declaration was incorrect.

15 6. Through my October 21, 2022 Declaration, I advised that I met with Paula Beasley  
16 and Aaron Grigsby at the Ruffian Property on June 9, 2022.

17 7. Specifically, my October 21, 2022 Declaration contains the following statements:

18 “On June 9, 2022, I met with Paula and Mr. Grigsby and retrieved several vehicles  
19 and discussed the turnover of real property in the Beasley’s names.”;

20 “We also discussed the turnover of a 2020 Mercedes Benz G63 G-Wagon (the ‘G-  
21 Wagon’) and Paula told me it was in the shop undergoing repairs. However, both  
22 Paula and Mr. Grigsby told me the G-Wagon would be turned over to me at a later  
23 date.”; and

24 “During my June 9, 2022 meeting with Paula and Mr. Grigsby, Paula indicated she  
25 would vacate the Ruffian Property in July and would move to a less expensive  
26 home.” ECF No. 333-4 at ¶¶ 5, 8-9.

27 7. On November 8, 2022, a Response to the Motion was filed which advised that Mr.  
28 Grigsby was not at the June 9, 2022 meeting as he was out of the country for personal matters. ECF  
No. 350 at p. 8.

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1           8.       Through this Amended Declaration, I would like to correct my previous statements  
2 regarding the June 9, 2022 meeting at the Ruffian Property.

3           9.       Mr. Grigsby was not present at the Ruffian Property on June 9, 2022.

4           10.      My prior statements that Mr. Grigsby was present were made in error and not intended  
5 to mislead this Court in any manner.

6           11.      There was an older teenage or adult male at the Ruffian Property on June 9, 2022 and  
7 with the passage of time, I mistakenly recalled this male to be Mr. Grigsby.

8           12.      However, upon consideration of Mr. Grigsby’s statements in the Response and the  
9 documentation submitted therewith, I intend to correct my previous statement.

10          12.      Additionally, I want to clarify that it was Paula Beasley that told me on June 9, 2022  
11 that the G-Wagon was in the shop undergoing repairs.

12          13.      This Amended Declaration is intended only to amend only paragraphs 5, 8, and 9 of  
13 my October 21, 2022 Declaration with all remaining paragraphs unchanged.

14           I declare under penalty of perjury under the laws of the United States of America and the State  
15 of Nevada that the foregoing is true and correct.

16           DATED this 15th day of November 2022

*/s/ Geoff Winkler*

\_\_\_\_\_  
GEOFF WINKLER  
Declarant

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